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Counsel to Plaintiff Creditor Cristina Nitopi, in
herein adversary proceeding

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION

In re:

KYUNJ SOO WONDJI BRUNY,
AKA WONDGY K. BRUNY, AW
REAL SOVAGE, INC.

Debtor

CRISTINA NITOPI

Plaintiff

v.

KYUNJ SOO WONDJI BRUNY,
AKA WONDGY K. BRUNY, AW
REAL SOVAGE, INC.

Debtor-Defendant

Case No. 2:19-bk-24885-BB

Adv. Proc. _____

(Chapter 7)

COMPLAINT OF CREDITOR
CRISTINA NITOPI, SEEKING
JUDGMENT AGAINST DEBTOR
KYUNJ SOO WONDJI BRUNY, AKA
WONDGY K. BRUNY, AW REAL
SOVAGE, INC., HOLDING
“NONDISCHARGEABLE”, PER EACH
OF 11 USC §523(a)(2), (4) AND (6), THE
10/10/17 FINAL SUPERIOR COURT
JUDGMENT IN FAVOR OF NITOPI,
AGAINST BRUNY AND REAL
SOVAGE, INC., AWARDED ON
NITOPI’S CALIFORNIA SUPERIOR
COURT COMPLAINT SC126659

Plaintiff creditor CRISTINA NITOPI (“Nitopi” or “Plaintiff” hereafter),

COMPLAINT OF CREDITOR CRISTINA NITOPI, SEEKING JUDGMENT AGAINST DEBTOR KYUNJ SOO WONDJI BRUNY, AKA WONDGY K. BRUNY, AW REAL SOVAGE, INC., HOLDING “NONDISCHARGEABLE”, PER EACH OF 11 USC §523(a)(2), (4) AND (6), THE 10/10/17 FINAL SUPERIOR COURT JUDGMENT IN FAVOR OF NITOPI, AGAINST BRUNY AND AGAINST REAL SOVAGE, INC., AWARDED ON NITOPI’S CALIFORNIA SUPERIOR COURT COMPLAINT SC126659- 1 -

1 makes her herein Adversary Proceeding COMPLAINT against Debtor-Defendant
2 KYUNJ SOO WONDJI BRUNY, AKA WONDGY K. BRUNY, AW REAL
3 SOVAGE, INC. (“Bruny” or “Debtor”), seeking Judgment against Bruny, holding
4 “**nondischargeable**” (ie, not discharged by any bankruptcy discharge that Bruny
5 might receive), per each of 11 USC §523(a)(2), (4), and (6), the final October 10,
6 2017 **Superior Court Judgment** in favor of Nitopi, against Bruny in California
7 Superior Court case SC126659, awarding Nitopi 1 million dollars against Bruny and
8 Bruny’s corporation Real Sovage, Inc.

9 1. As detailed in Causes of Action 1, 2 and 3 infra, the 10/10/17 Superior Court
10 Judgment makes **express findings** that Bruny committed fraud, and intentional
11 misrepresentation, on Nitopi; that Bruny embezzled \$500,000 from Nitopi; and that
12 Bruny knowingly, intentionally and maliciously made false statements to Nitopi to
13 cause Nitopi to send Bruny’s corporation, Real Sovage, Inc., the \$500,000 that
14 Bruny and Real Sovage, Inc. embezzled from Nitopi.

15 2. The 10/10/17 Judgment is granted to Nitopi, against Bruny in California
16 Superior Court case orders Bruny to repay to Nitopi the \$500,000 that Bruny
17 embezzled from Nitopi, and in addition orders Bruny to pay \$500,000 in punitive
18 damages to Nitopi, for a total Judgment of \$1,000,000 (one million dollars), of
19 which \$500,000 is actual damages and \$500,000 is punitive damages.

20 3. A true and correct copy of the Superior Court Judgment is attached as **Exhibit**
21 **A** to this Adversary proceeding Complaint.

22 4. A true and correct copy of Nitopi’s Superior Court Complaint, upon which
23 Judgment was granted, is **Exhibit B** to this Adversary proceeding Complaint.

24 5. A true and correct copy of the Superior Court docket is **Exhibit C** to this
25 Adversary proceeding Complaint.

26 **JURISDICTION AND VENUE**

27 6. Bruny filed his individual Chapter 7 bankruptcy case no. 2:19-bk-24885-BB,
28 on 12/20/19, in Bankruptcy Court, CD CA, Los Angeles Division.

1 7. Bruny filed his individual bankruptcy case after Nitopi had commenced
2 judgment enforcement on her million dollar judgment, **Exhibit A** hereto.

3 8. This Court has jurisdiction over this adversary proceeding pursuant to 28 USC
4 §157(b)(2) and §1334.

5 9. This is a core proceeding, pursuant to 28 USC §157(b)(2)(I).

6 10. Plaintiff Nitopi consents to Bankruptcy Court entering a final Judgment in
7 Nitopi's herein "nondischargeability" adversary proceeding, in case such consent is
8 necessary.

9 11. Venue is proper before this Court pursuant to 28 USC §1409, because debtor
10 defendant Bruny's individual bankruptcy case no. 2:19-bk-24885-BB is filed in, and
11 ongoing in, Bankruptcy Court for the Central District of California, Los Angeles
12 Division.

13 12. This Adversary Proceeding Complaint for Nondischargeability is being
14 timely filed, within the deadline for filing same, which is 60 days after the 3/17/20
15 date first set for Bruny's 341a meeting in Bruny's Chapter 7 case 2:19-bk-24885-
16 BB.

17 **PARTIES**

18 13. Plaintiff Nitopi is an individual who at all times relevant has been a resident
19 of the Country of Australia.

20 14. Defendant Bruny is an individual who is the debtor in voluntary chapter 7
21 bankruptcy case no.2:19-bk-24885-BB, which bankruptcy case is filed in, and
22 ongoing in, Bankruptcy Court, CD CA, Los Angeles Division.

23 15. According to Debtor Bruny's bankruptcy petition, Debtor resides in the City
24 of Los Angeles, which is in Los Angeles County, California.

25 16. Bruny listed Nitopi's Judgment in Bruny's bankruptcy *Statement of*
26 *Financial Affairs*, by Superior Court case number and name, so he is aware of it.

Cause of Action 1: SEEKING NONDISCHARGEABILITY, PER 11 USC §523(a)(2), OF NITOPI'S JUDGMENT AGAINST DEBTOR BRUNY, FOR BRUNY'S FRAUD ON NITOPI, AND FOR BRUNY'S INTENTIONAL MISREPRESENTATIONS, TO NITOPI

17. Bruny was duly served with Nitopi's California Superior Court Complaint (Exhibit B hereto), and Summons, by Nitopi's counsel of record in Nitopi's Superior Court suit, as shown by the Superior Court docket, Exhibit C hereto.

18. The Superior Court Judgment, at paragraph 1, finds that both defendants Bruny and Real Sovage, Inc., a Delaware corporation, were properly served with the Superior Court Summons and Complaint, and that they both defaulted in responding to Nitopi's Superior Court Summons and Complaint.

19. The Judgment, Exhibit A hereto, at p.2, paragraph 2 of Judgment, that:

"2. The Court finds that at all relevant times, a unity of ownership and interest existed between Wondgy Bruny, aka Won-G Bruny, an individual and Real Sovage, Inc. such that any individuality and separateness between them has ceased to exist, and they are each alter egos of the other."

20. The Judgment, p.2, paragraph 3 of Judgment additionally finds:

"3. The Court finds that Wongy Bruny, aka Wong-G Bruny completely controlled, dominated, managed and operated Real Sovage, Inc. and commingled assets to suit his convenience. Real Sovage, Inc. was a mere shell, instrumentality, and conduit through which Wondgy Bruny aka Won-G Bruny carried on his business in a corporate name, exercising complete control and dominance of the businesses to such an extent that any individuality or separateness of Wondgy Bruny, aka Won-G Bruny and Real Sovage, Inc., never existed.

21. The Superior Court docket, Exhibit C hereto, also shows that Bruny and Real Sovage, Inc. each defaulted on responding to Nitopi's Summons and Complaint served on each of them in the Superior Court suit.

22. Nitopi, by her Superior Court counsel of record, applied for entry of default

1 against Bruny, and additionally applied for entry of default against Real Sovage,
2 Inc., which corporation had also defaulted in answering Nitopi's Complaint, after
3 being duly served with the Complaint and Summons. This is shown on the Superior
4 Court docket, **Exhibit C** hereto.

5 23. After the Superior Court entered the defaults against Bruny, and against Real
6 Sovage, Inc., Nitopi, by her Superior Court counsel of record, moved for default
7 judgment against Bruny, and against Real Sovage, Inc. This to is shown on the
8 Superior Court docket, **Exhibit C** hereto.

9 24. Before the Superior Court awarded Judgment to Nitopi--including award of
10 both actual and punitive damages--against Bruny and against Real Sovage, Inc.,
11 Nitopi testified under oath in the Superior Court suit (stated at page 1 of Judgment,
12 line 28).

13 25. In addition, the Superior Court "reviewed and admitted into evidence
14 Plaintiff's Exhibits Nos. 1, 2, 3, 4 and 6 and other supporting documents" (stated at
15 p. 2 of Superior court Judgment lines 1-2). Additionally, the Superior Court
16 received into evidence Nitopi's Requests for Judicial Notice, that supplied evidence
17 proving Nitopi was entitled to award of punitive damages, in addition to being
18 entitled to Judgment in Nitopi's favor ordering Bruny to repay to Nitopi the
19 \$500,000 that Bruny had taken from Nitopi by Bruny's fraud, intentional
20 misrepresentations, embezzlement, and willful and malicious wrongful acts.

21 26. On 10/10/17, the Superior Court entered a Judgment (**Exhibit A** hereto) in
22 favor of Nitopi, against Bruny and against Real Sovage, Inc.,

23 27. P.2 paragraph 4, through p.3 paragraph 14, of that Superior Court Judgment,
24 **Exhibit A** hereto, expressly finds that Bruny committed fraud on Nitopi, made
25 intentionally false statements to Nitopi, embezzled \$500,000 from Nitopi, and:

26
27 "4. The Court finds that Wongdy Bruny, aka Won-G Bruny is liable to
28 Plaintiff both for **knowingly and willfully participating in and**

directing the wrongful acts and omissions alleged by Plaintiff.

5. The Court finds that Wondgy Bruny, aka Won-G Bruny is the alter ego of Real Sovage, Inc. and vice versa.
6. The Court finds that Defendant Wondgy Bruny, aka Won-G Bruny met Plaintiff in October 2015 at LA Fashion Week and attempted to lure her into a romantic relationship, which she successful resisted.
7. The Court finds that Defendant Wondgy Bruny, aka Won-G Bruny represented himself as a successful businessman, entrepreneur, fashion designer, rapper, pioneer of independent music, Hollywood celebrity, and last but not least philanthropist.
8. The Court finds that Defendants Wondgy Bruny, aka Won-G Bruny and Real Sovage, Inc., **made false statements and promises to Plaintiff knowing them to be false with the intent to defraud Plaintiff.**
9. The Court finds that Defendants Wondgy Bruny, aka Won-G Bruny and Real Sovage, Inc. **knowingly, intentionally, and maliciously made false statements**, namely that they would produce and release a music album and nationwide music tour, thus causing Plaintiff to invest and wire \$500,000 US Dollars to a bank account belonging to real Sovage, Inc., in January 25, 2016.
10. The Court finds that Defendants Wondgy Bruny, aka Won-G Bruny and Real Sovage, Inc. **committed the above described fraud** knowing that such album would never be produced, and did so in order to perpetuate Defendant Wondgy Bruny aka Won-G Bruny's luxury lifestyle.
11. The Court finds that Defendants Wondgy Bruny, aka Won-G Bruny and Real Sovage, Inc. **never intended to return Plaintiff's "investment."**
12. The Court finds that Defendants Wondgy Bruny, aka Won-G Bruny and Real Sovage, Inc. **misled, lied to, and cheated** Plaintiff about Defendants' true intentions which were to **embezzle** the funds.
13. The Court finds that Plaintiff Cristina Nitopi was **fraudulently misled to wire \$500,000.00 US Dollars to Defendants Wondgy Bruny, aka Won-G Bruny and Real Sovage, Inc. on January 25, 2016.**
14. The Court finds for Plaintiff Cristina Nitopi on all of the alleged causes of action:.."

28. Per California state law, California Judgments earn interest postpetition, at 10% per year (see CCP §685.010(a)). Interest on the one million dollar Judgment (Exhibit A hereto) has accrued from 10/10/17 (date awarded) to 12/20/19 (date Bruny filed his herein bankruptcy). The interest owed to Nitopi, by Bruny, on Nitopi's million dollar judgment, for that period is \$219,231.

29. The Judgment (**Exhibit A**) will continue to earn post-Judgment interest, per

1 California state law, at 10% per annum, until Judgment is paid in full.

2 30. The Superior Court docket, Exhibit C hereto, shows that neither Bruny, nor
3 Bruny's corporation Real Sovage, Inc., appealed the Superior Court Judgment,
4 Exhibit A hereto in favor of Nitopi and against Bruny and Real Sovage, Inc.

5 31. The time to appeal expired no later than 180 days after the Judgment was
6 filed, per CA state law (CRC Rule 8.104).

7 32. The Superior Court Judgment (Exhibit A hereto) is final, no longer subject
8 to appeal or attack in the California state court system, due to there being no appeals
9 of that Judgment, before the time to appeal, set by California state law, expired.

10 33. Now final, the Superior Court Judgment, Exhibit A hereto, is entitled to be
11 given full faith and credit by this Hon. Bankruptcy Court, which is not allowed to
12 relitigate, or change, that final Superior Court Judgment.

13 34. Nitopi is entitled to entry of a nondischargeability judgment, in the herein
14 Adversary Proceeding, pursuant to 11 USC §523(a)(2) (fraud, intentional
15 misstatements) and will move for summary judgment of nondischargeability in
16 Nitopi's favor, against Bruny. See Grogan v Garner, 498 US 279, 111 S.Ct. 654
17 (1991).

18
19 **Cause of Action 2: NONDISCHARGEABILITY, PER 11 USC**
20 **§523(a)(4), OF NITOPi'S JUDGMENT AGAINST DEBTOR BRUNY,**
21 **FOR BRUNY'S EMBEZZLEMENT OF \$500,000 FROM NITOPi**

22 35. Nitopi incorporates by reference each of Paragraphs 1-34 of this Complaint,
23 as if set forth in full.

24 36. Per 11 USC §523(a)(4), debts for "(4) fraud or defalcation while acting in a
25 fiduciary capacity, embezzlement or larceny" are nondischargeable, if a timely
26 "nondischargeability" adversary proceeding (as here) is brought against the Debtor
27 (here Bruny), by Creditor-Plaintiff (here Nitopi), and won by Creditor.

37. As quoted supra, the Superior Court Judgment (Exhibit A) against Bruny expressly finds, at paragraphs 23 and 13, as follows:

“12. The Court finds that Defendants Wondgy Bruny, aka Won-G Bruny and Real Sovage, Inc. **misled, lied to, and cheated** Plaintiff about Defendants’ true intentions which were to **embezzle** the funds.”

38. The Superior Court docket, **Exhibit C** hereto, shows that neither Bruny, nor Bruny’s corporation Real Sovage, Inc., appealed the Superior Court Judgment, **Exhibit A** hereto in favor of Nitopi and against Bruny and Real Sovage, Inc.

39. The time to appeal expired no later than 180 days after the Judgment was filed, per CA state law (CRC Rule 8.104).

40. The Superior Court Judgment (**Exhibit A** hereto) is final, no longer subject to appeal or attack in the California state court system, due to there being no appeals of that Judgment, before the time to appeal, set by California state law, expired.,

41. Now final, the Superior Court Judgment, **Exhibit A** hereto, is entitled to be given full faith and credit by this Hon. Bankruptcy Court, which is not allowed to relitigate, or change, that final Superior Court Judgment.

42. Because paragraph 12 of the final Superior Court Judgment **Exhibit A** hereto, in favor of Nitopi, against Bruny, expressly adjudicates that Bruny **embezzled** \$500,000 from Nitopi, Nitopi is entitled to a Judgment of this Hon. Bankruptcy Court, holding the Judgment, Exhibit A, to be **nondischargeable**, per 11 USC §523(a)(4), for **embezzlement** by Bruny.

Cause of Action 3: NONDISCHARGEABILITY PER 11 USC §523(a)(6), OF SUPERIOR COURT JUDGMENT IN FAVOR OF NITOPI, AGAINST BRUNY, FOR BRUNY’S WILFUL AND MALICIOUS INJURY TO NITOPI

43. Nitopi incorporates by reference each of Paragraphs 1-42 of this Complaint,

1 as if set forth in full.

2 44. Per 11 USC §523(a)(6), debts for “(6) **wilful and malicious injury** by the
3 debtor to another entity or to the property of another entity” are nondischargeable, if
4 a timely “nondischargeability” adversary proceeding (as here) is brought against the
5 Debtor (here Bruny), by Creditor-Plaintiff (here Nitopi), and is won by Creditor
6 Nitopi.

7 45. As quoted supra, the 10/10/17 Superior Court Judgment expressly states, at
8 Paragraph 9 of Judgment:

9
10 “9. The Court finds that Defendants Wondgy Bruny, aka Won-G Bruny and
11 Real Sovage, Inc., **knowingly, intentionally, and maliciously** made false
12 statements, namely that they would produce and release a music album and
13 nationwide music tour, thus causing plaintiff to invest and wire \$500,000.00
US Dollars to a bank account belonging to Real Sovage, Inc., in January 25,
2016.”

14 46. Therefore, the 10/10/17 Superior Court Judgment (**Exhibit A** hereto), is
15 nondischargeable per 11 USC §523(a)(6) (nondischargeability of Superior Court
16 Judgment against debtor Bruny, for Bruny having committed a **wilful and malicious**
17 **injury** to Nitopi).

18 **PRAYER**

19
20 WHEREFORE, Adversary Proceeding Plaintiff Nitopi prays for relief against
21 debtor-defendant Bruny, as follows, on the First, Second and Third Causes of
22 Action of Complaint supra:

23 1. **On Complaint’s First Cause of Action:** Nitopi prays that this Hon.
24 Bankruptcy Court enter its Judgment, in the herein adversary proceeding, adjudging
25 to be **nondischargeable** (ie not discharged by any discharge that Bruny may receive
26 in any bankruptcy case, present or future), against debtor Bruny, pursuant to **11 USC**
27 **§523(a)(2)–for fraud and intentional false statements by Bruny, damaging**

1 **Nitopi**--the final 10/10/17 California Superior Court Judgment, **Exhibit A** hereto,
2 issued in California Superior Court case SC126659, in favor of Nitopi, against
3 Bruny.

4 2. **On Complaint's Second Cause of Action:** Nitopi prays that this Hon.
5 Bankruptcy Court enter its Judgment, in the herein adversary proceeding, adjudging
6 to be **nondischargeable** (ie not discharged by any discharge that Bruny may receive
7 in any bankruptcy case, present or future), against debtor Bruny, pursuant to **11 USC**
8 **§523(a)(4)–for embezzlement by Bruny from Nitopi**--the final 10/10/17 California
9 Superior Court Judgment, **Exhibit A** hereto, issued in California Superior Court
10 case SC126659, in favor of Nitopi, against Bruny.

11 3. **On Complaint's Third Cause of Action:** Nitopi prays that this Hon.
12 Bankruptcy Court enter its Judgment, in the herein adversary proceeding, adjudging
13 to be **nondischargeable** (ie not discharged by any discharge that Bruny may receive
14 in any bankruptcy case, present or future), against debtor Bruny, pursuant to **11 USC**
15 **§523(a)(6)–wilful and malicious injury to Nitopi by Bruny**--the final 10/10/17
16 California Superior Court Judgment, **Exhibit A** hereto, issued in California
17 Superior Court case SC126659, in favor of Nitopi, against Bruny.

18 3. **On Complaint's First, Second and Third Causes of Action:** That post-
19 Judgment, **interest** at 10% per year, that accrues on said Superior Court Judgment,
20 until Judgment is paid in full, also be adjudged to be nondischargeable, pursuant to
21 each of 11 USC §523(a)(2), (4), and (6);

22 4. **On Complaint's First, Second and Third Causes of Action:** That this
23 Hon. Bankruptcy Court award Nitopi her attorneys fees and costs expended bringing
24 the herein nondischargeability adversary proceeding, because attorneys fees and
25 costs are awardable as part of the damages caused by Bruny's fraud, intentional
26 misstatements, embezzlement, and willful and malicious injury to Nitopi, each of
27 which the Superior Court Judgment adjudicated Bruny to have committed against
28

1 Nitopi; and

2 5. **On Complaint's First, Second and Third Causes of Action:** For such
3 additional relief as is just and proper pursuant to applicable law.

4 Dated: March 18, 2020

THE BANKRUPTCY LAW FIRM, PC

/s/ Kathleen P. March

5 By Kathleen P. March, Esq., counsel
6 for Plaintiff-Creditor Cristina Nitopi in the herein
Adversary Proceeding

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Attorneys for Plaintiff Cristina Nitopi

SUPERIOR COURT OF CALIFORNIA

WEST JUDICIAL DISTRICT

CRISTINA NITOPI, an individual,

Plaintiff,

v.

WONDGY BRUNY, an individual; aka WON-G
BRUNY and REAL SOVAGE, INC., a Delaware
Corporation;

Defendants.

Case No. SC126659

*Assigned for all purposes to the Hon. Lisa Hart
Cole*

~~PROPOSED~~ COURT JUDGMENT

Complaint Filed: November 4, 2016

Dept. "O"

Prove Up Hearing: September 25, 2017

Hon. Lisa Hart Cole Presiding

BY FAX

On September 25, 2017 the Court conducted a prove-up hearing in Department O of the Superior Court of California, West Judicial District, Santa Monica Courthouse, the Hon. Lisa Hart Cole Presiding. The Court took judicial notice of two previous civil lawsuits and corresponding judgments, namely: (a) Default Judgment entered on July 10, 2015 against Defendants Wondgy Bruny, Real Sovage LLC and Real Sovage, Inc. in Stephanie Arifin vs. Wondgy Bruny et al., Case Number BC537626, and (b) Default Judgment entered on September 19, 2016 against Defendants Real Sovage, Inc. and Sovage, LLC in Sherina Halima Raza vs Real Sovage, Inc. et al, Case Number SC124589.

The Court having heard testimony under oath from Plaintiff Cristina Nitopi and having

COPY

1 reviewed and admitted into evidence Plaintiff's exhibits nos. 1, 2, 3, 4 and 6 and other supporting
2 documents finds, adjudges and orders as follows:

3 1. The Court finds that both defendants, namely: (a) Wondgy Bruny, aka Won-G
4 Bruny, an individual and (b) Real Sovage, Inc., a Delaware corporation were properly served with the
5 summons and complaint in this matter and have defaulted.

6 2. The Court finds that at all relevant times, a unity of ownership and interest existed
7 between Wondgy Bruny, aka Won-G Bruny, an individual and Real Sovage, Inc., such that any
8 individuality and separateness between them has ceased to exist, and they are each alter egos of the other.

9 3. The Court finds that Wondgy Bruny, aka Won-G Bruny completely controlled,
10 dominated, managed and operated Real Sovage, Inc. and commingled assets to suit his convenience.
11 Real Sovage, Inc. was a mere shell, instrumentality, and conduit through which Wondgy Bruny, aka
12 Won-G Bruny carried on his business in a corporate name, exercising complete control and dominance of
13 the businesses to such an extent that any individuality or separateness of Wondgy Bruny, aka Won-G
14 Bruny and Real Sovage, Inc., never existed.

15 4. The Court finds that Wondgy Bruny, aka Won-G Bruny is liable to Plaintiff both
16 for knowingly and willfully participating in and directing the wrongful acts and omissions alleged by
17 Plaintiff.

18 5. The Court finds that Wondgy Bruny, aka Won-G Bruny is the alter ego of Real
19 Sovage, Inc. and vice versa.

20 6. The Court finds that Defendant Wondgy Bruny, aka Won-G Bruny met Plaintiff in
21 October 2015 at LA Fashion Week and attempted to lure her into a romantic relationship, which she
22 successfully resisted.

23 7. The Court finds that Defendant Wondgy Bruny, aka Won-G Bruny represented
24 himself as a successful businessman, entrepreneur, fashion designer, rapper, pioneer of independent
25 music, Hollywood celebrity, and last but not least philanthropist.

26 8. The Court finds that Defendants Wondgy Bruny, aka Won-G Bruny and Real
27 Sovage, Inc. made false statements and promises to Plaintiff knowing them to be false with the intent to
28 defraud Plaintiff.

1 9. The Court finds that Defendants Wondgy Bruny, aka Won-G Bruny and Real
2 Sovage, Inc. knowingly, intentionally, and maliciously made false statements, namely that they would
3 produce and release a music album and nationwide music tour, thus causing Plaintiff to invest and wire
4 \$500,000.00 US Dollars to a bank account belonging to Real Sovage, Inc., in January 25, 2016.

5 10. The Court finds that Defendants Wondgy Bruny, aka Won-G Bruny and Real
6 Sovage, Inc. committed the above described fraud knowing that such album would never be produced,
7 and did so in order to perpetuate Defendant Wondgy Bruny aka Won-G Bruny's luxury lifestyle.

8 11. The Court finds that Defendants Wondgy Bruny, aka Won-G Bruny and Real
9 Sovage, Inc. never intended to return Plaintiff's "investment."

10 12. The Court finds that Defendants Wondgy Bruny, aka Won-G Bruny and Real
11 Sovage, Inc. misled, lied to, and cheated Plaintiff about Defendants' true intentions which were to
12 embezzle the funds.

13 13. The Court finds that Plaintiff Cristina Nitopi was fraudulently misled to wire
14 \$500,000.00 US Dollars to Defendants Wondgy Bruny, aka Won-G Bruny and Real Sovage, Inc. on
15 January 25, 2016.

16 14. The Court finds for Plaintiff Cristina Nitopi on all of the alleged causes of action
17 namely:

- 18 (a) First cause of action for Intentional Misrepresentation
19 (b) Second cause of action for Breach of oral Contract
20 (c) Third cause of action Breach of Covenant of Good Faith and Fair Dealing
21 (d) Fourth cause of action for Conversion
22 (e) Fifth cause of action for Common Count: Money Had and Received

23 15. The Court awards judgment against Defendants Wondgy Bruny, aka Won-G
24 Bruny and Real Sovage, Inc. jointly and severally, and in favor of Plaintiff Cristina Nitopi and awards
25 Plaintiff Cristina Nitopi the following damages:

- 26 (a) \$500,000.00 in general damages;
27 (b) \$500,000.00 in punitive damages;

28 ~~16. It is further ORDERED that:~~

IT IS SO ORDERED.

Dated: October 10, 2017

LISA HART COLE

HON. LISA HART COLE

The Mirkhan Law Firm, APC

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Attorneys for Plaintiff Cristina Nitopi

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

CRISTINA NITOPI, an individual,

Plaintiff,

v.

WONDGY BRUNY, an individual; aka WON-G
BRUNY and REAL SOVAGE, INC., a Delaware
Corporation;

Defendants.

Case No.

COMPLAINT FOR DAMAGES

- 1) INTENTIONAL MISREPRESENTATION
- 2) BREACH OF ORAL CONTRACT
- 3) BREACH OF COVENANT OF GOOD
FAITH AND FAIR DEALING
- 4) CONVERSION
- 5) COMMON COUNT: MONEY HAD AND
RECEIVED

COMES NOW Plaintiff, CRISTINA NITOPI, an individual, and a citizen of Australia, and hereby files the present Complaint against WON-G BRUNY and REAL SOVAGE, INC., and alleges the following causes of action against Defendants WONDGY BRUNY, an individual, aka WON-G BRUNY, a resident of California, and REAL SOVAGE, INC., a Delaware Corporation, with its declared principal place of business in the State of California, as follows:

PARTIES

1. Plaintiff, CRISTINA NITOPI, (hereafter referred to as "NITOPI") is and at all times mentioned herein was, an individual, and a citizen of the country of Australia.

2. Defendant WONDGY BRUNY, aka WON-G BRUNY (hereafter referred to as "WON-

G”), is and at all times mentioned herein was, an individual, and a resident of the State of California.

3. On information and belief, Defendant WON-G at all times mentioned herein, resided in the County of Los Angeles, State of California.

4. Defendant REAL SOVAGE, INC., is and at all times mentioned in this Complaint was, a Delaware Corporation, incorporated in the State of Delaware, with its declared principal place of business in the State of California at 10250 Constellation Blvd. #2320, Century City, CA 90067.

5. A substantial portion of the events giving rise to the present dispute occurred in the State of California, County of Los Angeles.

6. Defendant REAL SOVAGE, INC., is responsible for a substantial portion of plaintiff’s damages which occurred as a result of fraudulent conduct perpetrated in the State of California.

7. Plaintiff is informed, believes and thereon alleges that at all times mentioned herein, defendants, and each of them, inclusive, were agents, servants, employees, successors in interest, and/or joint ventures of their co-defendants, and were, as such, acting within the course, scope and authority of said agency, employment and co-venturers, and that each and every Defendant, as aforesaid, when acting as a principal, was negligent in the selection and hiring of each and every other defendant as an agent, servant, employee, successor in interest, and/ or joint venturer.

8. The Defendants identified above, including the individual defendant WON-G and the entity defendant REAL SOVAGE, INC., shall hereinafter be collectively known as “Defendants” and wherever appropriate within this Complaint referred to as “Defendants”.

9. Plaintiff is informed and believes, and thereon alleges that there existed, at all relevant times, a unity of ownership and interest between WON-G and REAL SOVAGE, INC., such that any individuality and separateness between them has ceased to exist, and they are each alter egos of the other. WON-G completely controlled, dominated, managed and operated REAL SOVAGE, INC., and commingled assets to suit his convenience. REAL SOVAGE, INC., was a mere shell, instrumentality, and conduit through which WON-G carried on his business in a corporate name, exercising complete control and dominance of the businesses to such an extent that any individuality or separateness of WON-G and REAL SOVAGE, INC., never existed. Accordingly, WON-G is liable to Plaintiff both for knowingly and willfully participating in and the directing the wrongful acts and omissions alleged in this

1 action and as alter egos of REAL SOVAGE, INC..

2 **JURISDICTION AND VENUE**

3 10. This Court has jurisdiction to render Judgment because a substantial portion of the events
4 and occurrences giving rise to Plaintiff's injuries occurred in the State of California, County of Los
5 Angeles.

6 11. Venue is proper in Los Angeles County because both Defendants are residents of Los
7 Angeles County and the injury causing events occurred in the County of Los Angeles, State of
8 California.

9 **BACKGROUND FACTS**

10 12. Plaintiff NITOPI is an Australian Fashion Designer who is well known in the fashion
11 industry. Periodically, NITOPI participates in fashion shows in the United States.

12 13. On or about October 2015, NITOPI and WON-G met while NITOPI was in Los Angeles
13 and participating in LA Fashion Week.

14 14. Shortly after they met, WON-G attempted to lure NITOPI into a romantic relationship.
15 Despite WON-G'S best efforts, he failed to establish a romantic relationship with NITOPI because
16 NITOPI remained faithful to her romantic partner in Australia. WON-G tried to convince NITOPI that it
17 would be in her best interests to break up with her Australian partner, but NITOPI remained faithful and
18 rejected WON-G's proposals.

19 15. At the same time that WON-G was attempting to build a romantic relationship with
20 NITOPI, WON-G represented himself as a successful entrepreneur, rapper, recording rapper and the like.
21 WON-G led NITOPI to believe that he was about to produce a new record. NITOPI justifiably relied on
22 WON-G's representations.

23 16. WON-G proposed that NITOPI invest \$500,000.00 US Dollars which at the time was
24 equivalent to \$721,461.10 Australian Dollars ("AUD") in a purported joint venture whose purpose was to
25 produce the record. While the agreement was still being negotiated, WON-G convinced NITOPI to wire
26 the funds to Defendant REAL SOVAGE, INC., an entity that WON-G controlled.

27 17. On January 16, 2016, NITOPI received WON-G's contract which was never signed by the
28 parties.

18. Due to WON-G's false representations, on January 25, 2016, NITOPI wired to REAL SOVAGE, INC., the amount of \$500,000.00 US Dollars. The money was wired to REAL SOVAGE's account at JPMorgan Chase bank.

19. In February, 2016, NITOPI realized that WON-G had never released dates for his new record and also for his promised tour. Accordingly, NITOPI immediately requested a refund, but the money has never been returned.

20. In a further attempt to accomplish his fraudulent scheme, even after the funds were wired, WON-G attempted to convince NITOPI to invest an additional \$5,000,000.00 in his fashion company. This attempt failed.

21. After NITOPI retained legal counsel to recover her funds, it was further discovered that a court judgment had already been entered against WON-G in Los Angeles County in case number BC537626. That case was filed on February 26, 2014. That case concerns a very similar incident which has happened to another lady and perpetrated by the same Defendant WON-G. Accordingly, it appears that NITOPI is not the only victim of WON-G.

FIRST CAUSE OF ACTION FOR INTENTIONAL MISREPRESENTATION

(Against all Defendants)

22. Plaintiff NITOPI incorporates by reference the allegations in paragraphs 1 through 21 of this Complaint as if those allegations were expressly made in this paragraph.

23. As set forth above, WON-G convinced NITOPI to wire him the sum of \$500,000.00 US Dollars, but WON-G never executed the agreement which was the basis for the transfer of funds.

24. The process which finally led to NITOPI wiring the funds, was an elaborate fraudulent scheme designed to deceive NITOPI into believing that wiring the funds was in her best interests. WON-G made an intentional misrepresentation with respect to his ability to produce a profitable record.

25. To further advance his fraudulent scheme, WON-G attempted to express romantic feelings toward NITOPI and worked on creating a false romantic relationship with NITOPI. Despite all his efforts, WON-G never succeeded in creating a romantic relationship because NITOPI was not interested. Subsequent events proved that WON-G's only intention in his romantic approach toward NITOPI, was to earn NITOPI's trust so that NITOPI would wire \$500,000.00 US dollars to REAL SOVAGE, INC., an

entity believed to be controlled by WON-G. Therefore, no real romance ever existed.

26. WON-G's intentional misrepresentation included his claim to produce an album of commercially and technical satisfactory musical grade. NITOPI was led to believe that it would be profitable to invest in the creation of the album and share in the gross profits. A contract was drafted to summarize these representations and make NITOPI believe that this would be a genuine business proposal. The contract was named an "Investment Agreement".

27. Without the contract having been signed and when it was still being negotiated between the respective parties, WON-G pressured NITOPI to wire the funds to JPMorgan Chase Bank account of REAL SOVAGE, INC., on January 25, 2016. (See attached Exhibit A).

28. NITOPI justifiably relied on WON-G's representations about his ability to produce a profitable album. WON-G claimed to have celebrity status. In fact, WON-G does enjoy an extensive online biography which appears to confirm that he is a famous rapper. Thus, a reasonable person can justifiably be misled in concluding that WON-G is a famous and reliable person. In the online world, WON-G is identified as an American Rapper and he has a number of famous songs to his credit.

29. WON-G used his online credentials and reputation as a successful Rapper along with his attempted romantic relationship with NITOPI, to cause NITOPI to rely on his misrepresentations pertaining to the creation of a new album. WON-G also succeeded in making NITOPI believe that investment into a joint venture agreement with WON-G was a profitable proposition.

30. In February 2016, after the funds had been wired, WON-G also tried to convince NITOPI to travel to Los Angeles so that he could convince her to invest more into WON-G's business. NITOPI did not accept WON-G's invitation.

31. In February 2016, and in furtherance of his fraudulent scheme, WON-G also invited NITOPI to attend a Grammys 2016 event which was going to be held in Los Angeles. NITOPI refused to accept the invitation and her ticket to the event was cancelled. The invitation was an attempt to earn the trust of NITOPI so that she could be further misguided into providing more money to WON-G.

32. There were daily text messages and phone calls from WON-G to NITOPI in order to make sure that NITOPI's trust of WON-G remained intact.

33. WON-G also attempted to convince NITOPI to appoint him as the operational manager of

NITOPI's company, but NITOPI refused.

34. WON-G never released dates for his proposed new record or tour. When NITOPI formally demanded that her money be returned, WON-G failed to respond.

35. As a direct and proximate result of WON-G's fraudulent scheme and failure to return NITOPI's money after demand to refund the money was conveyed to him, NITOPI has been damaged at the very least in the sum of \$500,000.00 US Dollars, exclusive of interest and costs. Plaintiff NITOPI has also suffered consequential damages due to exchange rate fluctuations.

SECOND CAUSE OF ACTION FOR BREACH OF ORAL CONTRACT

(Against all Defendants)

36. Plaintiff NITOPI incorporates by reference the allegations in paragraphs 1 through 35 of this Complaint as if those allegations were expressly made in this paragraph.

37. WON-G both on behalf of himself and on behalf of REAL SOVAGE, INC., had made an oral promise that if NITOPI wired \$500,000.00, he would negotiate the terms of the "Investment Agreement" until both sides could agree on the terms and sign the Agreement.

38. WON-G on behalf of himself and on behalf of REAL SOVAGE, INC., had also made an oral promise that if both sides could not agree on the terms of the "Investment Agreement", he would return the funds to NITOPI.

39. WON-G's promise created a conditional contract supported by consideration. The terms of the conditional oral agreement required that both sides agree to a final version of the "Investment Agreement" as a condition to withholding the \$500,000.00 wired funds.

40. A final version of the "Investment Agreement" was never agreed between the parties. NITOPI and WON-G never signed the "Investment Agreement". Hence, in accordance with WON-G's conditional oral agreement, WON-G and REAL SOVAGE, INC. was obligated to refund the money that NITOPI had sent.

41. WON-G's and REAL SOVAGE, INC.'s failure to refund the \$500,000.00 wired money received from NITOPI was a direct breach of their oral agreement.

42. WON-G's breach of the conditional oral agreement was consistent with his fraudulent scheme. This is because WON-G's goal was to misguide NITOPI into wiring the funds to his controlled

entity REAL SOVAGE, INC., and to accomplish this purpose WON-G utilized all available means.

43. As a direct and proximate result of WON-G's and REAL SOVAGE, INC.'s breach of their oral agreement, NITOPI was damaged at the very least in the amount of \$500,000.00 US dollars. Plaintiff NITOPI has also suffered consequential damages due to exchange rate fluctuations.

**THIRD CAUSE OF ACTION FOR BREACH OF COVENANT OF GOOD FAITH AND
FAIR DEALING**

(Against all Defendants)

44. Plaintiff NITOPI incorporates by reference the allegations in paragraphs 1 through 43 of this Complaint as if those allegations were expressly made in this paragraph.

45. In every contract, there is an implied covenant of good faith and fair dealing. This means that each party to a contract must refrain from doing anything that would deprive the other parties of the intended benefits under the contract. Furthermore, each party to a contract must act in good faith and deal fairly with all other parties to the contract.

46. NITOPI acted in good faith by wiring \$500,000.00 to Defendant REAL SOVAGE, INC.'s account. NITOPI performed all her obligations under the oral contract.

47. Defendants WON-G and REAL SOVAGE, INC., failed to act in good faith because after receiving the funds, they failed to respond to NITOPI's inquiries, failed to refund the funds received, and failed to communicate with NITOPI.

48. Defendants WON-G and REAL SOVAGE, INC., breached their implied covenant of good faith and fair dealing by refusing to communicate with Plaintiff NITOPI and her representatives after having received \$500,000.00 US dollars, and thereafter failed to negotiate the terms of the so called "Investment Agreement", and finally failed to refund the funds the received after demand for refund was made by NITOPI.

49. As a direct and proximate result of Defendant WON-G and REAL SOVAGE, INC.'s breach of the covenant of good faith and fair dealing, Plaintiff NITOPI has been damaged at the very least in the amount of \$500,000.00 US Dollars exclusive of interest and costs. Plaintiff NITOPI has also suffered consequential damages due to exchange rate fluctuations.

FOURTH CAUSE OF ACTION FOR CONVERSION

(Against all Defendants)

50. Plaintiff NITOPI incorporates by reference the allegations in paragraphs 1 through 49 of this Complaint as if those allegations were expressly made in this paragraph.

51. Plaintiff NITOPI was and continues to be the true owner of the funds which were transferred to Defendants REAL SOVAGE, INC., and WON-G.

52. Plaintiff NITOPI never consented that Defendants REAL SOVAGE, INC., and WON-G withhold the transferred funds without signing the "Investment Agreement". Accordingly, the withholding of NITOPI's funds was a non-consensual act by Defendants WON-G and REAL SOVAGE, INC..

53. Plaintiff NITOPI has repeatedly demanded that Defendants REAL SOVAGE, INC., and WON-G, return the money that rightfully belongs to Plaintiff. However, Defendants have chosen to ignore Plaintiff's demands.

54. As a direct and proximate result of Defendants' non-consensual interference with Plaintiff's property rights with respect to the ownership of the transferred funds, Plaintiff NITOPI has been damaged at the very least in the amount of \$500,000.00 US Dollars. Plaintiff NITOPI has also suffered consequential damages due to exchange rate fluctuations.

FIFTH CAUSE OF ACTION FOR COMMON COUNT: MONEY HAD AND RECEIVED

(Against all Defendants)

55. Plaintiff NITOPI incorporates by reference the allegations in paragraphs 1 through 54 of this Complaint as if those allegations were expressly made in this paragraph.

56. Defendants REAL SOVAGE, INC., and WON-G, received money from Plaintiff that was intended to be used for the benefit of the Plaintiff.

57. The money that was received by Defendants REAL SOVAGE, INC., and WON-G, was never used for the benefit of the Plaintiff.

58. REAL SOVAGE INC. and WON-G failed to return the wired funds to NITOPI, despite having received NITOPI's demand to do so.

59. Accordingly, WON-G and REAL SOVAGE, INC., were unjustly enriched by the funds

received from NITOPI. Restitution must be made for the purpose of making NITOPI whole and recover the funds which have unjustly enriched REAL SOVAGE, INC., and WON-G.

60. As a direct and proximate result of Defendants' unjust enrichment, Plaintiff NITOPI has been damaged at the very least in the amount of \$500,000.00 US Dollars. Plaintiff NITOPI has also suffered consequential damages due to exchange rate fluctuations.

ENTITLEMENT TO PUNITIVE DAMAGES

(Cal. Civ. Code §3294)

61. Plaintiff NITOPI incorporates by reference the allegations in paragraphs 1 through 60 of this Complaint as if those allegations were expressly made in this paragraph.

62. Plaintiff NITOPI alleges that the manner that Defendants have committed fraud and deceit in order to convince NITOPI to wire money to Defendants, warrants punitive damages in accordance with California Civil Code §3294.

63. California Civil Code §3294 defines fraud as "an intentional misrepresentation, deceit, or concealment of a material fact known to the defendant with the intention on the part of the defendant of thereby depriving a person of property or legal rights or otherwise causing injury". Cal. Civil Code §3294.

64. In the instant case, Defendant WON-G made an intentional misrepresentation by first attempting to create a false romantic relationship with Plaintiff NITOPI and then convinced her that wiring money to Defendant REAL SOVAGE, INC.'s account would be to the benefit of Plaintiff and would provide her with a substantial profit. These assertions were all untrue and were made solely to convince and encourage Plaintiff to wire the funds to Defendant REAL SOVAGE's account.

65. Additionally, the discovery of a prior Los Angeles County Superior Court case filed in February 26, 2014, case number BC537626, against Defendant WON-G, which has resulted in a Judgment against the same Defendant, further supports Plaintiff's contention that the present Defendants deserve to be punished because they have the requisite intent to employ fraud and deceit in order to obtain money from unsuspecting plaintiffs.

66. Due to the reasons enunciated above, Plaintiff NITOPI is entitled to receive punitive damages against Defendants WON-G and REAL SOVAGE, INC..

PRAYER FOR RELIEF

WHEREFORE, Plaintiff NITOPI respectfully requests that the Court enter judgment against Defendants WON-G and REAL SOVAGE, INC., and provide Plaintiff the following relief:

1. For entry of judgment in her favor and against Defendants WON-G and REAL SOVAGE, INC.;
2. For the total of \$500,000.00 US dollars to recover the money that Plaintiff NITOPI wired to Defendant REAL SOVAGE, INC., plus 6% interest, or in such other amount as is proven at trial;
3. For an additional \$50,000.00 US dollars to cover losses suffered as a result of exchange rate fluctuations;
4. For punitive damages in the amount of \$500,000.00 US dollars;
5. For consequential and compensatory damages according to proof;
6. For prejudgment interest;
7. For costs incurred;
8. For such other and further relief this Court may deem just and proper.

Dated: November 1, 2016

THE MIRKHAAN LAW FIRM, APC



Mehrshad Mirkhan
Deian V. Kazachki
Attorneys for Plaintiff

CASE INFORMATION

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

Case Number: SC126659

CRISTINA NITOPI VS WONDGY BRUNY, ET AL.,

Filing Courthouse: Santa Monica Courthouse

Filing Date: 11/04/2016

Case Type: Contractual Fraud (General Jurisdiction)

Status: Default Judgment By Court - Before Trial 10/10/2017

[Click here to access document images for this case](#)

If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page

FUTURE HEARINGS

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

None

PARTY INFORMATION

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BRUNY WON-G - Deft's AKA

BRUNY WON-G - Defendant

BRUNY WONDGY - Defendant

BRUNY WONDGY - Defendant

MIRKHAN MEHRSHAD - Former Attorney for Plaintiff

NITOPI CRISTINA - Plaintiff

NITOPI CRISTINA - Plaintiff

NITOPI CRISTINA - Plaintiff & Plaintiff In Pro Per

REAL SOVAGE INC. - Defendant

REAL SOVAGE INC. - Defendant

DOCUMENTS FILED

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Documents Filed (Filing dates listed in descending order)

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[02/09/2017](#)

01/16/2020 Order (Re Application for Order to Release Subpoenaed Documents Produced by Third-Party JPMorgan Chase Bank, N.A. to Judgment Creditor's Counsel)
Filed by CRISTINA NITOPI (Plaintiff)

12/17/2019 Declaration (of Kevin A. Hoang ISO Application for Order to Release Subpoenaed Documents Produced by Third-Party JPMorgan Chase Bank, N.A. to Judgment Creditor's Counsel)
Filed by CRISTINA NITOPI (Plaintiff)

12/17/2019 Proof of Service by Mail
Filed by CRISTINA NITOPI (Plaintiff)

12/17/2019 Application (for Order to Release Subpoenaed Documents Produced by Third-Party JPMorgan Chase Bank, N.A. to Judgment Creditor's Counsel In Compliance and Pursuant to Hon. Judge H. Jay Ford III's Instructions on November 6, 2019)
Filed by CRISTINA NITOPI (Plaintiff)

08/22/2019 Application and Order for Appearance and Examination
Filed by CRISTINA NITOPI (Plaintiff)

06/28/2019 Writ of Execution ((Los Angeles))
Filed by CRISTINA NITOPI (Plaintiff)

06/26/2019 Memorandum of Costs After Judgment, Acknowledgment of Credit, and Declaration of Accrued Interest
Filed by CRISTINA NITOPI (Plaintiff)

Exhibit C

11/26/2018 Writ - Return
Filed by Clerk

07/27/2018 Substitution of Attorney

07/27/2018 Substitution of Attorney
Filed by CRISTINA NITOPI (Plaintiff)

07/27/2018 Substitution of Attorney
Filed by Attorney for Plaintiff

07/02/2018 Proof of Service by Mail (of Notice of Lien)
Filed by CRISTINA NITOPI (Plaintiff)

07/02/2018 Notice of Lien
Filed by CRISTINA NITOPI (Plaintiff)

06/15/2018 Minute order entered: 2018-06-15 00:00:00
Filed by Clerk

05/08/2018 Writ issued
Filed by CRISTINA NITOPI (Plaintiff)

05/08/2018 Writ issued (WRIT ISSUED TO THE COUNTY OF LOS ANGELES AND MAILED)
Filed by Attorney for Plaintiff

04/26/2018 Notice
Filed by Clerk

04/26/2018 Notice (NOTICE OF REJECTION RE WRIT OF EXECUTION. THERE ARE THREE DEBTORS PLEASE LIST ALL DEBTORS ON YOUR WRIT)
Filed by Clerk

04/25/2018 Application and Order for Appearance and Examination
Filed by CRISTINA NITOPI (Plaintiff)

04/25/2018 Order to Appear for Examination
Filed by Attorney for Plaintiff

10/10/2017 Judgment (Court Judgment)
Filed by CRISTINA NITOPI (Plaintiff)

10/10/2017 Judgment (- Default Judgment By Court - Before Trial - 10/10/2017 amended for Plaintiff NITOPI, CRISTINA against Defendant BRUNY, WONDGY ; Defendant REAL SOVAGE, INC.; Defendant BRUNY, WON-G.)
Filed by CRISTINA NITOPI (Plaintiff)

10/10/2017 Judgment ((SIGNED BY JUDGE LISA HART COLE))
Filed by Attorney for Plaintiff

09/25/2017 Minute order entered: 2017-09-25 00:00:00
Filed by Clerk

09/25/2017 Stipulation and Order
Filed by Court

09/25/2017 Stipulation and Order (STIPULATION, RECEIPT & ORDER RE RELEASE OF CIVIL EXHIBITS)
Filed by Court

09/19/2017 Request for Judicial Notice
Filed by CRISTINA NITOPI (Plaintiff)

09/19/2017 Request for Judicial Notice
Filed by Attorney for Plaintiff

08/17/2017 Proof of Service (not Summons and Complaint)
Filed by CRISTINA NITOPI (Plaintiff)

08/17/2017 Proof of Service (not Summons and Complaint)
Filed by CRISTINA NITOPI (Plaintiff)

08/17/2017 Proof of Service (PROOF OF SERVICE BY MAIL)
Filed by Attorney for Plaintiff

08/17/2017 Proof of Service
Filed by Attorney for Plaintiff

04/25/2017 Minute order entered: 2017-04-25 00:00:00
Filed by Clerk

03/21/2017 Request for Entry of Default / Judgment
Filed by CRISTINA NITOPI (Plaintiff)

03/21/2017 Default Entered
Filed by CRISTINA NITOPI (Plaintiff)

03/21/2017 Default Entered
Filed by CRISTINA NITOPI (Plaintiff)

03/21/2017 Request for Entry of Default / Judgment
Filed by CRISTINA NITOPI (Plaintiff)

03/21/2017 Default Entered (AS TO; REAL SOVAGE, INC. A DELAWARE CORP. ENTERED)
Filed by Attorney for Plaintiff

03/21/2017 Default Entered (AS TO; WONDGY BRUNY, AN INDIVIDUAL AKA WON-G BRUNY-ENTERED)
Filed by Attorney for Plaintiff

03/21/2017 Request for Entry of Default (AS TO; REAL SOVAGE, INC., A DELAWARE CORP. RECEIVED)
Filed by Attorney for Plaintiff

03/21/2017 Request for Entry of Default (AS TO; WONDGY BRUNY, AN INDIV, AKA WON-G BRUNY-RECEIVED)
Filed by Attorney for Plaintiff

03/03/2017 Request for Entry of Default / Judgment
Filed by CRISTINA NITOPI (Plaintiff)

03/03/2017 Request for Entry of Default (AS TO; REAL SOVAGE, INC. A DELAWARE CORPORATION-REJECTED)
Filed by Attorney for Plaintiff

02/22/2017 Order
Filed by Court

02/22/2017 Minute order entered: 2017-02-22 00:00:00
Filed by Clerk

02/22/2017 Order (PER CRC RULE 212(j))
Filed by Court

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[TOP 02/09/2017](#)

02/09/2017 Case Management Statement
Filed by CRISTINA NITOPI (Plaintiff)

02/09/2017 Statement-Case Management
Filed by Attorney for Plaintiff

02/06/2017 Proof-Service/Summons
Filed by CRISTINA NITOPI (Plaintiff)

02/06/2017 Request for Entry of Default / Judgment
Filed by CRISTINA NITOPI (Plaintiff)

02/06/2017 Proof-Service/Summons
Filed by Attorney for Plaintiff

02/06/2017 Request for Entry of Default (AS TO; REAL SOVAGE, INC.-REJECTED)
Filed by Attorney for Plaintiff

01/03/2017 Proof-Service/Summons
Filed by CRISTINA NITOPI (Plaintiff)

01/03/2017 Proof-Service/Summons
Filed by Attorney for Plaintiff

11/04/2016 Civil Case Cover Sheet
Filed by CRISTINA NITOPI (Plaintiff)

11/04/2016 Notice of Related Case
Filed by CRISTINA NITOPI (Plaintiff)

11/04/2016 Summons
Filed by Plaintiff

11/04/2016 Complaint
Filed by CRISTINA NITOPI (Plaintiff)

11/04/2016 Summons Filed
Filed by Attorney for Plaintiff

11/04/2016 Complaint Filed

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[TOP 02/09/2017](#)

PROCEEDINGS HELD

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Proceedings Held (Proceeding dates listed in descending order)

10/04/2019 at 08:30 AM in Department O

Hearing on Application for Order for Appearance and Examination - **Not Held - Vacated by Court**

06/15/2018 at 08:32 AM in Department O

Hearing on Application for Order for Appearance and Examination - **Not Held - Taken Off Calendar by Court**

06/15/2018 at 08:32 am in Department WEO, Bobbi Tillmon, Presiding

Judgment Debtor Examination Hrg (AS TO JUDGMENT DEBTOR WONDGY BRUNYaka WON-G BRUNY) - **Off Calendar-No Service**

09/25/2017 at 09:15 AM in Department O

Default Prove Up Hearing (Civil Default Prove Up Hearing; Plf to prepare proposed judgment) -

09/25/2017 at 09:15 am in Department WEO, Lisa Hart Cole, Presiding

Civil Default Prove Up Hearing - **Plf to prepare proposed judgment**

04/25/2017 at 08:30 AM in Department O

(Osc Re Dismissal; OtherSee Memo Box below) -

04/25/2017 at 08:30 am in Department WEO, Lisa Hart Cole, Presiding

Osc Re Dismissal (RE SANCTIONS FOR FAILURE TOPERFECT DEFAULT(OSC RE FAILR TO OBTAIN ENTRY OFDFLT IS HELD & DISCH. DEFAULTPROVE-UP HRG SET.)) - **Other: See Memo Box below**

02/22/2017 at 08:30 AM in Department O

Case Management Conference - **Held**

02/22/2017 at 08:30 am in Department WEO, Lisa Hart Cole, Presiding

Conference-Case Management - **Completed**

REGISTER OF ACTIONS

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Register of Actions (Listed in descending order)

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[02/22/2017](#)

01/16/2020 Order (Re Application for Order to Release Subpoenaed Documents Produced by Third-Party JPMorgan Chase Bank, N.A. to Judgment Creditor's Counsel)

Filed by CRISTINA NITOPI (Plaintiff)

12/17/2019 Proof of Service by Mail

Filed by CRISTINA NITOPI (Plaintiff)

12/17/2019 Declaration (of Kevin A. Hoang ISO Application for Order to Release Subpoenaed Documents Produced by Third-Party JPMorgan Chase Bank, N.A. to Judgment Creditor's Counsel)

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12/17/2019 Application (for Order to Release Subpoenaed Documents Produced by Third-Party JPMorgan Chase Bank, N.A. to Judgment Creditor's Counsel In Compliance and Pursuant to Hon. Judge H. Jay Ford III's Instructions on November 6, 2019)

Filed by CRISTINA NITOPI (Plaintiff)

10/04/2019 at 08:30 AM in Department O

Hearing on Application for Order for Appearance and Examination - **Not Held - Vacated by Court**

08/22/2019 Application and Order for Appearance and Examination

Filed by CRISTINA NITOPI (Plaintiff)

06/28/2019 Writ of Execution ((Los Angeles))

Filed by CRISTINA NITOPI (Plaintiff)

06/26/2019 Memorandum of Costs After Judgment, Acknowledgment of Credit, and Declaration of Accrued Interest

Filed by CRISTINA NITOPI (Plaintiff)

11/26/2018 Writ - Return

Filed by Clerk

07/27/2018 Substitution of Attorney

Filed by CRISTINA NITOPI (Plaintiff)

07/27/2018 Substitution of Attorney
Filed by Attorney for Plaintiff

07/27/2018 Substitution of Attorney

07/02/2018 Notice of Lien
Filed by CRISTINA NITOPI (Plaintiff)

07/02/2018 Proof of Service by Mail (of Notice of Lien)
Filed by CRISTINA NITOPI (Plaintiff)

06/15/2018 at 08:32 AM in Department O
Hearing on Application for Order for Appearance and Examination - **Not Held - Taken Off Calendar by Court**

06/15/2018 at 08:32 am in Department WEO, Bobbi Tillmon, Presiding
Judgment Debtor Examination Hrg (AS TO JUDGMENT DEBTOR WONDGY BRUNYaka WON-G BRUNY) - **Off Calendar-No Service**

06/15/2018 Minute order entered: 2018-06-15 00:00:00
Filed by Clerk

05/08/2018 Writ issued (WRIT ISSUED TO THE COUNTY OF LOS ANGELES AND MAILED)
Filed by Attorney for Plaintiff

05/08/2018 Writ issued
Filed by CRISTINA NITOPI (Plaintiff)

04/26/2018 Notice (NOTICE OF REJECTION RE WRIT OF EXECUTION. THERE ARE THREE DEBTORS PLEASE LIST ALL DEBTORS ON YOUR WRIT)
Filed by Clerk

04/26/2018 Notice
Filed by Clerk

04/25/2018 Order to Appear for Examination
Filed by Attorney for Plaintiff

04/25/2018 Application and Order for Appearance and Examination
Filed by CRISTINA NITOPI (Plaintiff)

10/10/2017 Judgment ((SIGNED BY JUDGE LISA HART COLE))
Filed by Attorney for Plaintiff

10/10/2017 Judgment (Court Judgment)
Filed by CRISTINA NITOPI (Plaintiff)

10/10/2017 Judgment (- Default Judgment By Court - Before Trial - 10/10/2017 amended for Plaintiff NITOPI, CRISTINA against Defendant BRUNY, WONDGY ; Defendant REAL SOVAGE, INC.; Defendant BRUNY, WON-G.)
Filed by CRISTINA NITOPI (Plaintiff)

09/25/2017 at 09:15 AM in Department O
Default Prove Up Hearing (Civil Default Prove Up Hearing; Plf to prepare proposed judgment) -

09/25/2017 at 09:15 am in Department WEO, Lisa Hart Cole, Presiding
Civil Default Prove Up Hearing - **Plf to prepare proposed judgment**

09/25/2017 Stipulation and Order (STIPULATION, RECEIPT & ORDER RE RELEASE OF CIVIL EXHIBITS)
Filed by Court

09/25/2017 Minute order entered: 2017-09-25 00:00:00
Filed by Clerk

09/25/2017 Stipulation and Order
Filed by Court

09/19/2017 Request for Judicial Notice
Filed by CRISTINA NITOPI (Plaintiff)

09/19/2017 Request for Judicial Notice
Filed by Attorney for Plaintiff

08/17/2017 Proof of Service (not Summons and Complaint)
Filed by CRISTINA NITOPI (Plaintiff)

08/17/2017 Proof of Service
Filed by Attorney for Plaintiff

08/17/2017 Proof of Service (PROOF OF SERVICE BY MAIL)
Filed by Attorney for Plaintiff

08/17/2017 Proof of Service (not Summons and Complaint)
Filed by CRISTINA NITOPI (Plaintiff)

04/25/2017 at 08:30 AM in Department O
(Osc Re Dismissal; OtherSee Memo Box below) -

04/25/2017 at 08:30 am in Department WEO, Lisa Hart Cole, Presiding
Osc Re Dismissal (RE SANCTIONS FOR FAILURE TOPERFECT DEFAULT(OSC RE FAILR TO OBTAIN ENTRY OFDFLT IS HELD & DISCH.
DEFAULTPROVE-UP HRG SET.)) - **Other: See Memo Box below**

04/25/2017 Minute order entered: 2017-04-25 00:00:00
Filed by Clerk

03/21/2017 Request for Entry of Default / Judgment
Filed by CRISTINA NITOPI (Plaintiff)

03/21/2017 Request for Entry of Default / Judgment
Filed by CRISTINA NITOPI (Plaintiff)

03/21/2017 Default Entered
Filed by CRISTINA NITOPI (Plaintiff)

03/21/2017 Default Entered
Filed by CRISTINA NITOPI (Plaintiff)

03/21/2017 Default Entered (AS TO; REAL SOVAGE, INC. A DELAWARE CORP. ENTERED)
Filed by Attorney for Plaintiff

03/21/2017 Default Entered (AS TO; WONDGY BRUNY, AN INDIVIDUAL AKA WON-G BRUNY-ENTERED)
Filed by Attorney for Plaintiff

03/21/2017 Request for Entry of Default (AS TO; REAL SOVAGE, INC., A DELAWARE CORP. RECEIVED)
Filed by Attorney for Plaintiff

03/21/2017 Request for Entry of Default (AS TO; WONDGY BRUNY, AN INDIV, AKA WON-G BRUNY-RECEIVED)
Filed by Attorney for Plaintiff

03/03/2017 Request for Entry of Default (AS TO; REAL SOVAGE, INC. A DELAWARE CORPORATION-REJECTED)
Filed by Attorney for Plaintiff

03/03/2017 Request for Entry of Default / Judgment
Filed by CRISTINA NITOPI (Plaintiff)

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:
[TOP 02/22/2017](#)

02/22/2017 at 08:30 AM in Department O
Case Management Conference - **Held**

02/22/2017 at 08:30 am in Department WEO, Lisa Hart Cole, Presiding
Conference-Case Management - **Completed**

02/22/2017 Order (PER CRC RULE 212(j))
Filed by Court

02/22/2017 Minute order entered: 2017-02-22 00:00:00
Filed by Clerk

02/22/2017 Order
Filed by Court

02/09/2017 Statement-Case Management
Filed by Attorney for Plaintiff

02/09/2017 Case Management Statement
Filed by CRISTINA NITOPI (Plaintiff)

02/06/2017 Proof-Service/Summons
Filed by Attorney for Plaintiff

02/06/2017 Request for Entry of Default (AS TO; REAL SOVAGE, INC.-REJECTED)
Filed by Attorney for Plaintiff

02/06/2017 Request for Entry of Default / Judgment
Filed by CRISTINA NITOPI (Plaintiff)

02/06/2017 Proof-Service/Summons
Filed by CRISTINA NITOPI (Plaintiff)

01/03/2017 Proof-Service/Summons
Filed by CRISTINA NITOPI (Plaintiff)

01/03/2017 Proof-Service/Summons
Filed by Attorney for Plaintiff

11/04/2016 Civil Case Cover Sheet
Filed by CRISTINA NITOPI (Plaintiff)

11/04/2016 Summons
Filed by Plaintiff

11/04/2016 Summons Filed
Filed by Attorney for Plaintiff

11/04/2016 Complaint
Filed by CRISTINA NITOPI (Plaintiff)

11/04/2016 Complaint Filed

11/04/2016 Notice of Related Case
Filed by CRISTINA NITOPI (Plaintiff)

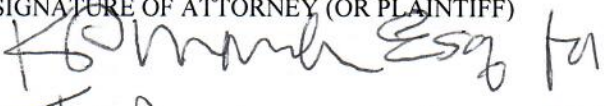
Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[TOP](#) [02/22/2017](#)

B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)		
PLAINTIFFS CRISTINA NITOPI	DEFENDANTS KYUNJ SOO WONDJI BRUNY, AKA WONDGY K. BRUNY, AW REAL SOVAGE, INC.			
ATTORNEYS (Firm Name, Address, and Telephone No.) The Bankruptcy Law Firm, P.C. Kathleen P. March, Esq. 10524 W. Pico Blvd., Ste. 212, Los Angeles, CA 90064 310-559-9224	ATTORNEYS (If Known) Bereliani Law Firm Sanaz S. Bereliani, Esq. 11400 W Olympic Blvd., Ste. 200, Los Angeles, CA 90064 818-920-8352			
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee			
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) FRBP 7001(6) Nondischargeability adversary proceeding, to hold plaintiff's 10/10/2017 Superior Court judgment against debtor-defendant in Superior Court case SC126659 nondischargeable in debtor's Chapter 7 bankruptcy, because it arose from actual fraud (11 U.S.C. 523(a)(2)), embezzlement (11 U.S.C. 523(a)(4)), and willful and malicious injury (11 U.S.C. 523(a)(6)) against plaintiff.				
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input checked="" type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: center;">(continued next column)</div> </td> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input checked="" type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case) </td> </tr> </table>			FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input checked="" type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: center;">(continued next column)</div>	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input checked="" type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
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<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23			
<input type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$hold final state court judgment nondischargeable			
Other Relief Sought Plus award attorneys' fees and costs as part of tort damages.				

B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Kyunj Soo Wondji Bruny aka Wondgy K Bruny, aw Real Savage, Inc.		BANKRUPTCY CASE NO. 2:19-bk-24885-BB
DISTRICT IN WHICH CASE IS PENDING Central District of California	DIVISION OFFICE Los Angeles	NAME OF JUDGE Hon. Sheri Bluebond
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)  The Bankruptcy Law Firm, PC		
DATE 3/18/2020	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Kathleen P. March, Esq.	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.